Registered No. M —1175.

The Mysore Gazette.

Vol. 64.] PUBLISHED BY AUTHORITY. [No. 19.

BANGALORE, THURSDAY, MAY 9, 1929.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

Notification No. E. 375—1346-28, *dated 25th April* 1929.

In supersession of notification dated 10th March 1929, published on pages 298-300, 311-313 and 335-338 of Part VI of the *Mysore Gazette*, dated 14th, 21st and 28th March 1929, respectively, it is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1929 to 30th June 1931, in the undermentionod taluks will be sold talukwar, hobliwar, firkawar or in smaller units as the case may be, by public auction in the Court Hall of the Deputy Commissioner's Office at Bangalore, on Monday the 27th May 1929, by the Deputy Commissioner, Bangalore District, with the help of the District Forest Officer of the same district.

N. B.—(1) Such of the District Forest Officers of the other districts as are deputed by the Chief Conservator of Forests will also be present at the sales.

(2) *Will be sold Firkawar.

(3) If the majority of the bidders present at the sales desire that any other taluk not marked with asterisk is to be sold firkawar, it will be done so.

The sales of the several districts and divisions, will be held in the order in which they are shown below :—

Taluks Comprised.

(1) Mysore District.—
1 Mysore
2 Heggaddevankote
3 Hunsur
4 Yedatore
5 Krishnarajpete
6 Nagamangala
7 Mandya
8 Malvalli
9 Seringapatam
10 French Rocks Sub-Tuluk
11 Nanjangud
12 Gundlupet
13 Chamrajnagar
14 T-Narsipur
15 Periyapatna Sub-Taluk

(2) Bangalore District.—
1 Bangalore
2 Hoskote
3 Devanhalli
4 Dodballapur
5 Kankanhalli
6 Magadi
7 Anekal
8 Channapatna
9 Nelamangala
10 Closepet

(3) Kolar District.—
1 Kolar
2 Mulbagal
3 Chintamani
4 Bagepalli
5 Sidlaghatta
6 Srinivaspur
7 Goribidnur
8 Chikballapur
9 Bowringpet
10 Malur
11 Gudibanda Sub-Taluk

(4) Tumkur District—
1 Tumkur*
2 Madhugiri*
3 Pavagada*
4 Sira*
5 Chiknayakanhalli*

(4) Tumkur District—*concld*,
6 Tiptur*
7 Gubbi*
8 Kunigal*
9 Koratagere
10 Turuvekere Sub-Taluk*

(5) Chitaldrug District.—
1 Chitaldrug*
2 Challakere*
3 Jagalur
4 Hiriyur*
5 Holalkere
6 Davangere
7 Molakalmuru*
8 Hosdurga*
9 Harihar Sub-Taluk

(6) Hassan District.—
1 Hassan
2 Channarayapatna
3 Hole-Narsipur
4 Arkalgud
5 Belur
6 Manjarabad
7 Arsikere
8 Alur Sub-Taluk

(7) Kadur Division—
1 Mudgere
2 Chikmagalur
3 Kadur
4 Koppa

(8) Bhadravati Division.—
1 Tarikere
2 Narasimharajapura Sub-Taluk
3 Channagiri

(9) Shimoga Division.—
1 Shimoga
2 Honnali
3 Tirthahalli
4 Kumsi Sub-Taluk

(10) Sagar Division.—
1 Sagar
2 Sorab
3 Shikarpur
4 Nagar

Remarks.—Includes produce on all Government unoccupied lands, Amurt Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 12 NOON, and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produce a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests who, at his discretion, may accept or reject the higest or any other bid, without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses ahall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the suucessful bidder shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall before entering, on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held reponsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(2) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows:—

1st instalment	on or before		1st November 1929.
2nd	do	do	1st March 1930.
3rd	do	on the	1st July 1930 or the next working day if 1st July 1930 is a general holiday.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(2) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests, during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequently excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

B. V. RAMAIENGAR,
Chief Conservator of Forests.

KOLAR DISTRICT.

Abstract Notification dated 15th April 1929.

The attention of the public is invited to the sale notification of jungle-wood poles published in pages 329 and 330 of the *Mysore Gazette* of Part VI, dated 25th April 1929.

Notification dated 2nd May 1929.

The right to cut and remove fuel from the following coupes will be sold by auction on the dates fixed by the District Forest Officer or the Range Officer deputed by him :—

Date of sale	Particulars of coupe	Place of sale
11th May 1929 ...	Kamasamudra Coupe XI	Bowringpet
13th do ..	Old Kurandhalli Plantation	Malur

For further particulars see *Mysore Gazette*, notification dated 12th June 1928.

Notification dated 30th April 1929.

It is hereby notified that the right to cut and remove dead Casuarina trees in Kasipur Plantation, Mulbagal Taluk, will be sold by public auction by the District Forest Officer, Kolar District, or by any other officer deputed by him on the date and at the place noted below:—

The sale will commence at 2 P.M. precisely and will be subject to the confirmation by the District Forest Officer or the Chief Conservator of Forests as the case may be.

Name of Range	Name of plantation	Name of blocks	Quantity	Place of sale	Date of sale
Srinivaspur ...	Kasipur ...	A and B ...	*1st Class— 100 trees *2nd Class— 100 trees	Kasipur Plantation.	16th May 1929.

*Class 1 fit for timber, Class 2 fit for firewood.

N. B.—I. The quantity noted above are only approximate. The exact quantity will be made known at the time of sale.

II. The rate to be offered would be per tree of each class.

2. Each bidder shall deposit a sum of Rs. 10 as earnest money before he is permitted to bid, which will be returned to him at the close of sale, if his bid is not accepted. The accepted bidder shall immediately after the close of the sale pay one-fourth of the sale amount including the earnest money of Rs. 10, failing which, the right will be resold at the risk of the defaulting bidder. He is liable to the loss, if any, that may occur by such resale, but will not participate in any gain.

3. The sale conducting officer reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

4. The accepted bidder shall pay up the remaining three-fourths amount within a fortnight from the date of which the confirmation of the sale is intimated to him in addition to a sum of Rs. 100 or one-fourth of the sale amount whichever is less as security towards the fulfilment of his contract and also to execute an agreement accepting the terms specified below:—

(*a*) That he binds himself to fell and remove only such of trees as are marked and stamped by the department with the fell mark, before the 30th June 1929.

(*b*) That if other trees on the area are cut or wilfully damaged he will pay a fine not exceeding Rs. 5 per tree.

(*c*) That he agrees to remove all the trees outside the forest limits before the 30th June 1929, and that each removal shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf, after check and measurement. Poles will be sold, stamped before they are removed.

(*d*) That he agrees to abide by the rules of the Department as regards the kindling of fire and holds himself responsible for any forest offence committed by his agents, employees or workmen.

(*e*) That he agrees that no operation shall take place in the forest after sunset and before sunrise.

(*f*) That he agrees to the cancellation of the contract and the forfeiture of the deposit for breach of any of the terms of the contract.

(*g*) That he realises that the contract lasts up to 30th June 1929, and that after which date he can have no right whatsoever over the produce paid for and left unremoved in the plantation.

(*h*) That he agrees not to sublet the contract to any body unless with the written sanction of the District Forest Officer.

Notification dated 1st May 1929.

The timber sale at Subbenahalli Depot, Goribidnur Taluk, fixed on 16th May 1929 is postponed to 18th May 1929.

L. P. MASCARENHAS,
District Forest Officer.
6 B

MYSORE DISTRICT.

Notification dated 29th April 1929.

Sealed tenders are invited for the supply of jungle wood fuel from the forests of the Mysore District for use in the Sandalwood Oil Factory at Mysore, F. O. R. Chamarajnagar.

2. The tenders should be addressed to the District Forest Officer, Mysore District, so as to reach him on or before 3 P.M. of the 27th May 1929. Any tender received after the abovementioned date will not be taken notice of.

3. Each tender should be accompanied by an earnest money of rupees one hundred in currency notes and should be registered, insured and superscribed as "Tender for fuel supply to the Sandalwood Oil Factory." Tenders may be submitted for one or more coupes.

4. The right of accepting or rejecting any tender is vested in the Chief Conservator of Forests who is not bound to assign any reason for accepting or rejecting the highest or lowest tender.

5. The fuel to be supplied is to be felled in the Chamarajanagar State Forest coupes as are noted below under coppice with standard system :—

Name of Forest	Name of felling series	Number of sub-period block	Coupe number	Area	Approximate quantity of fuel available.	Distance to Chamarajnagar Railway Station	Remarks
				Acres	Tons	Miles	
Chamarajnagar State Forest.	1 Atkulipur felling series	III	6	173	358	12 to 13	More or less
	2 Bellatha do	III	2, 3, 4, 5 and 6 (Five Coupes).	95 acres (each coupe).	1,300	14	
	3 Anjanapur do	III	1, 2, 3, 4, 5 and 6 (Six coupes).	128 acres (each coupe)	2,300	12	
	4 Budipadaga do	III	3, 4, 5 and 6 (Four coupes).	223 acres (each coupe).	2,650	12	

6. The successful tenderer or tenderers are required to enter into an agreement with the District Forest Officer within a week of intimation given to him or them binding to observe the following conditions, in default of which, the contract is liable to be cancelled and the earnest money forfeited to Government. In fulfilment of the terms of the contract, he or they shall deposit in the Government Savings Bank a sum of Rs. 200 in the name of the District Forest Officer. This amount is liable to be forfeited to Government for the breach of any or all the conditions of agreement and the contract cancelled.

7. The earnest money of the successful tenderer will be retained as a portion of security for the fulfilment of the terms of the contract after the bond is executed and of others returned to the parties concerned.

Conditions.

(*a*) The contractor shall fell fuel, within the limits of the coupes of the forests noted above (para 5 *supra*).

(*b*) The following kinds of fuel, green and dry, are generally accepted; such as :— Dindiga, Kagali and other hard fuel kinds.

(*c*) The contractor shall not enter the forest for felling the fuel without a permit in this behalf granted by a Forest Officer.

(d) All felled fuel should be sawn into billets of the following size in the place to be appointed by the District Forest Officer. Length 30 inches and minimum diameter 2½ inches. Billets below the minimum size will not be accepted. The billets should as far as possible be straight. Stumps must be coppiced. Billets of above 6 inches in diameter must be split up.

(*e*) All billeted fuel shall be carted to the Chamarajanagar Railway Station by the contractor under passport issued by the Forest Officers and must be loaded in trucks (F. O. R. Chamarajanagar). The billets must be packed up properly with no intervening space for despatch to the Sandal Oil Factory, Mysore.

(*f*) The rate for supply to be offered is for a ton of fuel acknowledged by the Sandal Oil Factory, Mysore.

(*g*) The Sandal Oil Factory will take delivery of the wagon loads of fuel after paying Railway freight and issue reeeipts for the quantities of fuel received.

(*h*) Payment will be made by the Sub-Division Forest Officer upon the delivery of the fuel to the Sandal Oil Factory, Mysore at the contracted rates for the net quantities accepted by the sandal oil factory.

(*i*) Fuel not accepted or rejected will be taken over to the Government.

(*j*) The contractor shall begin the supply from 1st July 1929 and complete it by the end of May 1930. The quantity of fuel to be supplied to the factory in each month is not less than 600 tons.

(*k*) The Conservator of Forests shall be the final authority in all matters of dispute regarding this contract.

(*l*) The contractor shall not fell trees of reserved kinds, fruit trees or trees bearing Minor Forest Products. He shall not also cut trees marked as standards and seedlings and sapplings under 1 foot in girth at the base.

(*m*) That he shall agree to abide by the rules of the department as regards kindling of fires and hold himself responsible for any offence committed by him or his agents, employees, workmen, etc.

(*n*) That the earnest money will be returned in full three months after the expiry of the contract period if the whole or any part thereof is not forfeited to Government by the violation of any of the terms of agreement.

(*o*) All rejected firewood will be given over to the contractor after recovering from him two rupees a ton. Or, if so desired, the same will be auctioned departmentally and the sale proceeds given over to the contractor recovering from him twe rupees a ton as seigniorage.

Notice dated the 30th April 1929.

It is hereby notified for general information, that the Sandal Koti which was hitherto located at Seringapatam has been shifted to Mysore and is located in the premises of the Government Woodyard, Mysore, between the Sandalwood Oil Factory and Krishnamurthipuram (Weavers' Lines), Mysore.

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 25th April 1929.

It is hereby notified for general information that the right of collecting fish in the Kemphole river of Kemphole State Forest in the Manjarabad Range, during the years 1929-30 and 1930-31, will be sold by public auction on 16th May 1929 at Saklespur Travelles' Bungalow betwren 3 and 5 P.M. by the District Forest Officer, Hassan, or any other officer deputed by him subject to the following conditions.

The sale will commence at 3 P.M. on the date of sale and if it is not concluded on the same day, it will be put up on the next day also.

Conditions.

1. No person will be allowed to bid unless he deposits with the sale conducting officer a sum of Rs. 10 only as earnest money, which in the case of all unsuccessful bidders will be duly returned immediately after the close of the sale.

2. The sucsessful bidder shall immediately after the close of the sale, pay one-fourth of the sale amount including the deposit already paid together with local and education cesses at one anna and six pies in the rupee respectively on the entire sale amount. In default, the deposit will be forfeited and the right resold at the risk of the original bidder, who will be liable to make good any loss that may result to Government, but shall have no claim to any surplus accruing therefrom. Such loss shall be recoverable as an arrear of land revenue under section 79 of the Forest Regulation.

3. The balance of the three-fourths sale amount shall be remitted to the nearest Government Treasury within a week from the date of intimation of the confirmation of the sale (either by the District Forest Officer or the Conservator of Forests, Shimoga, as the case may be) and shall also deposit a sum of Rs. 50 or 25 per cent of the sale amount, which ever is less, as security towards the due fulfilment of his contract, and execute an agreement on a stamped paper of proper value accepting the above terms and the conditions specified below, failing which the amount already paid will be forfeited to Government and the right resold at his risk as noted in clause 2 *supra*.

The following are the further conditions to which the contractor should bind himsilf :—

(*a*) That no operation shall take place in the river either before sun-rise or after sunset, and that he shall abide by the rules of the department as regards the kindling of fire and shall hold himself responsible for any offence committed by himself, agents or his servants.

(*b*) That he shall not operate upon during the spawning season, *i.e.*, from 1st March to 31st August in each year.

(*c*) That he shall not poison or dynamite water or throw other explosives or deleterious substance in water and shall not set up fixed engines.

(*d*) That he shall not use nets having a mesh below 2", while catching fish.

(*e*) That he shall have no right whatsoever over the 'bab' after 30th June 1931.

(*f*) That for the breach of any of the conditions of the contract, the lease will be cancelled and all the moneys paid by him forfeited to Government and the right resold at his risk as in clause 2 *supra*.

SALE OF TIMBER.

Notification dated 26th April 1929.

The undermentioned quantities of timber, will be sold by public auction under the following conditions at the following Depots by the District Forest Officer, Hassan Division, or any other officer deputed by him for the purpose from 2 P.M. to 5 P.M., on the dates noted against it:—

Serial No.	Name of depot	Description of timber	Nandi sawn scantling	Date and place of sale	Remarks
		Teak poles			
1	Hassan ...	C. ft. 750	C. ft. 200	21st May 1929 Hassan Sandal Koti.	More or less.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department, will not be allowed to bid at the sales.

(*a*) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases, will not be insisted upon.

2. Any person bidding at the sale, may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case, is subject to the confirmation of the Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 25 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-fourth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale, shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government, shall not be taken into account.

In case of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Fficer, for the unsold wood and the amount still due from him which will be recovered as arreas of Land Revenue

6. The deposits tendered by the unsuccessful bidders, shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 8 days after the date of the notice of confirmation of the sale. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

No extension of time will be given but the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for, shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 25 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit; has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited, shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased, has been paid for and the timber fully removed.

Notification dated 26th April 1929.

It is hereby notified for general information that the grazing right of cattle, which term includes only cows or bullocks, buffaloes and sheep (goats being excluded) in the undermentioned Plantations and State Forests of the Hassan District, up to the end of December 1929, will be sold by public auction on the dates and at the places specified against each, by the District Forest Officer, Hassan, or by the Range Forest Officer concerned, subject to the confirmation by the Conservator of Forests, when the sale amount exceeds Rs. 1,000. The sale will commence at 2 P.M. each day and if it is not concluded on the same day, it will be continued on the next day.

N.B.—The grazing of goats in the specified areas of State Forests has been reserved by the Department although the lessee will have purchased the right to allow cattle specified above in such areas also.

2. No person will be allowed to bid unless he deposits with the sale conducting officer a sum of Rs. 10 only as earnest money which in the case of all unsuccessful bidders will be duly returned immediately after the sale.

3. The successful bidder shall immediately after the close of the sale, pay one-quarter of the sale amount including the deposit already made together with the local and education cesses at one anna and six pies in the rupee respectively on the entire sale amount. In default, the deposit will be forfeited and the right resold which will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government, but shall have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue under section 79 of the Forest Regulation.

4. The balance of the three-fourths of the sale amount shall be remitted to the nearest Government Treasury before the sunset of the 8th day from the date of closing of the sale. If that day happens to be a Government holiday, the said amount must be credited to Treasury before the sunset of the next office day, failing which the sale will be cancelled and a resale held at the risk of the original purchaser as detailed in para 3 above.

5. The purchaser shall not sub-let the lease without previous sanction of the District Forest Officer or the Conservator of Forests. When such sanction is accorded the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the Forest and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the Plantation or Forest; due either to himself or his men which will be dealt with under the provision of the Mysore Forest Regulation.

6. The grazing will be permitted only between sunrise and sunset up to the end of the period stipulated, *viz.*, 31st December 1929. No scraping of grass is permitted.

7. The purchaser shall not interfere with any forest operation, such as, planting, sowing and felling that the Forest Department may wish to conduct in the leased area, should any damage be caused by such operations to the grass crop he shall not be entitled to any compensation. He shall not graze in the area under cultural operations.

8. In the event of a breach of any of the conditions specified in the sale notice, the lease is liable to be cancelled and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer for every offence :—

Name of taluk	Plantation of forest	Place of sale	Date of sale
Hassan ...	Sandal Koti compound ...	Hassan ...	14th May 1929
Alur Sub-Taluk ...	Nakalgud and Byaba ...	Alur ...	31st do
Belur Taluk ...	Hagare	Hagare .	22nd do
Hassan ...	Hongere	Burdalbore ...	30th do
Do ...	Mallappanabetta ..	.....	.....
Hole-Narsipur ...	Vantigudda		
Channarayapatna ..	Gowdagere	Channarayapatna	29th do
	Ammanakatte		
	Agrahara		
Arkalgud ...	Kanave kaval	Arkalgud ...	24th do
	Vijapura and Vijapur Dodtak		
	Baisur		
	Kendinne		
	Gobli		
	Gubbi		
Hole-Narsipur ...	Godenhalli	Hole-Narsipur ...	26th do
	Kolalbore		
Alur Sub-Taluk ...	Mandira	Settihalli ...	1st June 1929
Arsikere ...	Jajoor	Arsikere ...	4th do
	Kodihalli		
	Nagapuri Plantation ...		

N.B.—The lessee or the purchaser shall have no power to question the right of grazing of cattle free or at concession rates conceded as per Forest Settlements and Government orders which will be regulated by the Department.

MAHOMED PIR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

SPECIAL SALE OF ROSEWOOD TIMBER.

Notification dated 24th April 1929.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Shimoga Division, on the dates noted against each depot :—

Serial No.	Name of Depot	Date of sale	Kind of timber	Quantity of timber	Remarks	Hours of sale
	Shimoga	27th May 1929	Beete— (1) 90″ and over in girth. 72″ to 90″ ... 48″ to 72″ ... below 48″ ...	C.ft. More or less 1,000 1,000 1,000 1,000	More or less	8 A.M. to 11 A.M. and 2 to 5 P.M.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests.

5. After conclusion of the sale, each purchaser shall pay ten per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6 The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid not later than the 15th June 1929. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the ten per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed. Timber of defaulters will also be auctioned.

C. H. EAGLES,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated 3rd May 1929.

SALE OF BITE LOGS.

The undermentioned quantities of old stock of timber will be sold by public auction under the following conditions at the following Depots by the District Forest Officer or by any other officer deputed by him for the purpose on the dates noted against each Depot :—

Survey No.	Name of Depot	Description of timber		Date of sale	Remarks
			C.ft.		
	Tarikere ...	Bite ...	2,500	28th May 1929 ...	More or less

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the Department will not be allowed to bid at the sales.

(*a*) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sale of which the amount exceeds Rs. 1,000 in each case is subject to the confirmation by the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initital deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purcashed by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice will be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within the 15th June 1929. The moneys shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

KADUR DIVISION.

Abstract Notification dated 12th April 1929.

The attention of the public is invited to the Timber sale notification to be held at Kadur Depot, on 25th May 1929, published on pages 331 and 332, Part VI of the *Mysore Gazette*, dated 25th April 1929.

Abstract Notification dated 12th April 1929.

The attention of the public is invited to the standing timber sale notification to be held at Chikmagalur Sandal Koti on the 25th May 1929, published in pages 332 and 333 of the *Mysore Gazette*, dated 25th April 1929, Part VI.

K. R. VENKATA RAO,
District Forest Officer.

CHITALDRUG DISTRICT.

Notification dated 27th April 1929.

Notice is hereby given under section 40 of the Mysore Forest Regulation, that the following Bage Log found in the Tunga Bhadra River has been kept in the custody of Patel Halappa of Guddadatumminakatte village of Harihar Sub-Taluk.

Persons having any claim to the said timber may present a statement of claim to the District Forest Officer, Chitaldrug District, within a month from the date of the publication of this notice in the *Mysore Gazette* and establish their claims thereto, failing which, the timber will lapse to Government under section 42 of the said Regulation.

	Length	Girth	C.ft.
One Bage Log	9′—3″	6′	20—3″

Notification dated 24th April 1929.

It is hereby notified for general information that the following quantity of Creosoted sawn timber will be sold by public auction at Harihar Timber Depot by the District Forest Officer, Chitaldrug District at 2 P.M. on the 29th May 1929 under the following conditions :—

Name of depot	Kind of timber	Approximate quantity	Remarks
Harihar Timber Depot.	Creosoted Yettiga Rafters 61 ...	44′—8″ c.ft.	The sawn timber now exposed for sale are specially treated scientifically so as to be proof against attacks of insects.
	Do Planks 113 ...	41′—0″ ,,	
	Creosoted Matti rafters 206 ...	109′—9″ ,,	
	Untreated Nandi rafters 60 ..	19—8″ ,,	
	Do Yettiga reepers	1,000 R.ft.	
	Do Hunnal reepers	13,000 ,,	
	Do Hunnal rafter 1 ...	1 C.ft.	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof, will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation by the Conservator of Forests, provided the sale amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In case of resales for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 20th June 1929. The moneys shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the riek of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the ten per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. V. NARASIMHAIYA,
District Forest Officer.